

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 512-07-4-030-0001	PAGE 1 OF 45
CONTRACT NO. VA245-P-0040	3. AWARD/EFFECTIVE DATE 8/1/2007	4. ORDER NO. 512-C70457	5. SOLICITATION NUMBER VA-245-07-RP-0047	6. SOLICITATION ISSUE DATE 05-10-2007	
FOR SOLICITATION INFORMATION CALL: ISSUED BY Department of Veterans Affairs VAMC ATTN: Contracting 10 N Greene St Baltimore MD 21201		8. NAME Gregory L. Davies	9. TELEPHONE NO. (No Collect Calls) 410-605-7153	8. OFFER DUE DATE/LOCAL TIME 06-04-2007 1200	
1. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS N/A	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE 1/4 FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HISTORIC SMALL BUSINESS <input type="checkbox"/> SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS (8/A) HACIS: 611310 SIZE STANDARD: Sole Source		
5. DELIVER TO Department of Veterans Affairs VAMC (512) ER Facilities Balto. 10 N Greene St Baltimore MD 21201		13. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13. RATING N/A 14. METHOD OF SOLICITATION <input type="checkbox"/> RFP <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
7a. CONTRACTOR/OFFEROR NAME The University of Maryland - Baltimore Emergency Department 220 Arch St., Level 2 Baltimore, MD 21201-1531		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs VAFCS Attn: East Team Po Box 149971 Austin TX 78714	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
17a. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
	Emergency Room Services IAW the Attached SCR/SCW The Period of Performance is 01 Aug 2007 to 31 Jan 2008.				
(Use Reverse and/or Attach Additional Sheets as Necessary)					
24. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page			26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,585,000.00		
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-6 ARE ATTACHED. ADDENDUM <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDUM <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			29. AWARD OF CONTRACT REF. DURING NEGOTIATIONS OFFER DATED 7/23/2007 (finalized) YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS		
30. SIGNATURE OF OFFEROR/CONTRACTOR Janet B. Simons Director Research Administration and Development			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Carol Pomraning		
30c. DATE SIGNED 7/31/07			31c. DATE SIGNED 7/31/07		
AUTHORIZED FOR OFFICE OF RESEARCH & DEVELOPMENT PREVIOUS EDITION IS NOT USABLE			STANDARD FORM 1449 (REV. 3/2005) Prescribed by GSA - FAR (48 CFR) 53.212		



19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMING TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE Fredia Alexander	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE 10 N. Greene St. Baltimore MD 21201			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 410-605-7308	
			32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE fredia.alexander@va.gov	
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER	38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)		
41c. DATE		42c. DATE REC'D (YYMMDD)		
		42d. TOTAL CONTAINERS		

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## CONTINUATION BLOCK

### 2.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR: UMMC - Bryan Sorenson 410-328-3855

b. GOVERNMENT: Contracting Officer (90C)  
Department of Veterans Affairs  
VAMC  
ATTN: Contracting  
10 N Greene St  
Baltimore MD 21201

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor should be mailed to the following address:

Department of Veterans Affairs  
VAMC  
ATTN: Ms. Fredia Alexander, COTR  
10 N. Greene St  
Baltimore, MD 21201

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly ☐  
b. Semi-Annually ☐  
c. Other ☒ Monthly

4. GOVERNMENT INVOICE ADDRESS: All invoices from the contractor shall be mailed to the following address:

Department of Veterans Affairs  
VAFCS  
Attn: East Team  
Po Box 149971  
Austin TX 78714

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

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AMENDMENT NO

DATE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 2.2 SPECIAL CONTRACT REQUIREMENTS

Under the authority of Public Law 104-262 and 38 USC 8153, the contractor agrees to provide Health Care Resources in accordance with the terms and conditions stated herein, to furnish to and at the Department of Veterans Affairs Medical Center, Baltimore, the services and prices specified in the Section entitled Schedule of Supplies/Services of this contract.

### 1. SERVICES:

a. The services specified in the Sections entitled Schedule of Supplies/Services and Special Contract Requirements may be changed by written modification to this contract. The modification will be prepared by the VA Contracting Officer and, prior to becoming effective, shall be approved by the VA Under Secretary for Health or his/her designee.

b. Other necessary personnel for the operation of the services contracted for at the VA will be provided by the VA at levels mutually agreed upon which are compatible with the safety of the patient and personnel and with quality medical care programming.

c. The services to be performed by the contractor will be performed in accordance with VA policies and procedures and the regulations of the medical staff by laws of the VA facility.

d. The services to be performed by the contractor will be under the direction of the Chief of Staff, and the Chief, COTR (Ms. Fredia Alexander).

### 2. TERM OF CONTRACT:

This contract is effective for a period of six months from date of award plus the contract can be extended for a period of five months. FAR Clause 52.217-8 Option to Extend Services (NOV 1999) is hereby included by reference, and the Government will provide written notice to extend within 5 days of the expiration date of the contract. Term of contract is Six Months, from 8/1/2007 to 1/31/2008. The contract is subject to the availability of funds.

### 3. QUALIFICATIONS:

Personnel assigned by the Contractor to perform the services covered by this contract shall be licensed in a State, Territory, or Commonwealth of the United States or the District of Columbia. All licenses held by the personnel working on this contract shall be full and unrestricted licenses. The qualifications of such personnel shall also be subject to review by the VA Chief of Staff and approval by the VA Facility Director. Each person assigned to work under this contract shall be licensed by (insert name of governing or cognizant licensing board).

### 4. WORK HOURS:

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a. The services covered by this contract shall be furnished by the contractor as defined herein. The contractor will not be required, except in case of emergency, to furnish such services during off-duty hours as described below.

b. The following terms have the following meanings:

(1) Work hours: Monday through Friday, 8:00 a.m. - 4:30 p.m.

(2) National Holidays: The 10 holidays observed by the Federal Government are:

New Years Day  
Martin Luther Kings Birthday  
Presidents  
Day Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving  
Christmas AND

any other day specifically declared by the President of the United States to be a national holiday.

(3) Off-Duty hours: Friday through Monday, 4:30 p.m. - 8:00 a.m.

#### 5. PERSONNEL POLICY:

The contractor shall be responsible for protecting the personnel furnishing services under this contract. To carry out this responsibility, the contractor shall provide the following for these personnel:

- workers compensation
- professional liability insurance
- health examinations
- income tax withholding, and
- social security payments.

The parties agree that the contractor, its employees, agents and subcontractors shall not be considered VA employees for any purpose.

#### 6. RECORD KEEPING:

The VA Medical Center, Baltimore shall establish and maintain a record keeping system that will record the hours worked by the contractor employee(s). Contractor's employee(s) shall report to Fredia Alexandria Administrative Officer, or designee upon arrival at the Baltimore.

#### 7. CONTRACT PERFORMANCE MONITORING:

Monitoring of contractors time shall be demonstrated through sign-in/ sign-out sheets. The contractor shall be required to sign an attendance log upon reporting to work and departing from work. Fredia Alexander, COTR & Contracting Off, shall be the VA official responsible for verifying contract

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compliance. After contract award, any incidents of contractor noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.

#### **8. KEY PERSONNEL AND TEMPORARY EMERGENCY SUBSTITUTIONS:**

The Contractor shall assign to this contract the following key personnel:

a. During the first ninety (90) days of performance, the Contractor shall make NO substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer, in writing, within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period of the contract, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

b. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes shall have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on the proposed substitutes. The contract will be modified to reflect any approved changes of key personnel.

c. For temporary substitutions where the key person will not be reporting to work for three (3) consecutive work days or more, the Contractor will provide a qualified replacement for the key person. This substitute shall have comparable qualifications to the key person. Any period exceeding two weeks will require the procedure as stated above.

#### **SCRs**

The University of Maryland herein after referred to as the Contractor agrees in accordance with the terms and conditions stated herein, to furnish to the VA Maryland Health Care System (VAMHCS), Baltimore Division herein after referred to as the VAMHCS, Emergency Care Physician Services at the prices specified in the Section Entitled Schedule of Supplies/Services of this Contract.

#### **SCR-1. Services/Statement of Work**

**SCR-1.a.** Provide professional direction of all clinical care and special procedures performed in the Emergency Department. The Emergency Care Physician Services are required to provide professional direction and oversight to house staff at the VAMHCS, Baltimore Division.

#### **SCR-2. Operational Issues**

**SCR-2.a.** The Emergency Physicians are Board Certified/ Board Eligible in Emergency Medicine or Internal Medicine who are fully licensed to practice in any of the fifty United States. These physicians are required to provide direct patients care in the Emergency Department. The Emergency Physicians must practice in a manner which supports the principles and practices of the VHA Systems Redesign Program on a daily basis. The Managed Care Clinical Center (MCCC) will ensure that the physicians are provided education regarding the Veterans Health Care Administration (VHA) Systems Redesign Program in a timely manner. The Emergency

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Physicians are responsible for the evaluation and management of patients presenting in the Emergency Department, 24 hours a day, 7 days per week.

**SCR-2.b.** Contract physicians will be expected to directly examine and treat patients presenting to the Emergency Department. Such care will be documented by the provider in the Electronic Medical Record and Electronic Encounter Form. The Emergency Physicians will be responsible for chart reviews for quality improvement activities.

**SCR-2.c.** The Contractor will provide physician coverage for 24 hours per day, 7 days per week to service the current annual volume of 28,511 Emergency Department patient visits in FY'06. The Contractor is obligated to schedule sufficient qualified personnel to perform the stated scope of work. The Contractor shall assign all tours of duty.

**SCR-2.d.** The Contractor will recruit, hire and schedule full-time, part-time and intermittent physicians to provide coverage. The Contractor will ensure that its staff meets VA credentialing and privileging requirements.

**SCR-2.e.** The Contractor will provide physicians to the VAMHCS, Baltimore Division to provide clinical care as herein described. The function performed by contract physicians under the terms and conditions of this Contract will include, and is not limited to providing the following:

**SCR-2.f.** Provide professional direction to include teaching and instruction of house staff on rotation in the Emergency Department and other staff assigned to work in Emergency Department.

**SCR-2.g.** Provide direct patient care (obtain health history from patients, perform physical examination, formulate diagnostic and therapeutic plans).

**SCR-2.h.** Perform and provide professional direction of all special procedures performed in the Emergency Department. The supervision of all special procedures will be appropriately documented by the Emergency Care Physician in the Electronic Medical Record and Electronic Encounter Form.

**SCR-2.i.** Provide clinical instruction to medical students rotating through Emergency Department. The supervision of such care will be appropriately documented by the Emergency Care Physician in the Electronic Medical Record and Electronic Encounter Form.

**SCR-2.j.** Develop and participate in Continuous Quality Improvement, Utilization Review and VHA System Redesign Program. The Contractor will coordinate efforts to meet or exceed VHA Performance Measure and Monitor goals for quality of care provided to veterans evaluated and managed in the Emergency Department.

**SCR-2.k.** Document in the Electronic Medical Record and Electronic Encounter Form all care rendered in the Emergency Department.



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**SCR-2.l.** All written documentation related to patient care will be accomplished by the end of each tour of duty in accordance with VAMHCS policy.

**SCR-2.m.** Provide a Board Certified Emergency Medicine physician to act as Medical Director of the Emergency Physician Care Services.

**SCR-2.n.** Provide clinical oversight of Emergency Department Physician Assistants and/or Nurse Practitioners assigned to the Emergency Department.

**SCR-2.o.** Provide 24 hour, 7 day a week on site coverage by a Board Certified/Board Eligible physician in Emergency Medicine or Internal Medicine.

**SCR-2.p.** Participate in VAMHCS and University of Maryland School of Medicine Committees as assigned by the Chief of Staff.

**SCR-2.q.** Perform lectures and non-bedside teaching to students, residents and VAMHCS staff.

**SCR-2.r.** Participate in approved clinical research upon concurrence of the Chief of Staff.

**SCR-2.s.** Emergency Department Director: The Emergency Department Director will be selected by the Contractor, subject to approval by the VAMHCS Chief of Staff and Managed Care Clinical Center Director. If for any reason, the person originally selected as Emergency Department Director leaves or is terminated from that position, the Contractor shall select another qualified person to serve as Emergency Department Director for the remainder of the Contract term, subject to the approval by the VAMHCS Chief of Staff and Managed Care Clinical Center Director.

**SCR-2.t.** The Emergency Department Director's position with the VAMHCS, Baltimore Division will be full-time VA with a faculty appointment with the University of Maryland at Baltimore. The Emergency Department Director will perform administrative duties, oversee day-to-day operations of the Emergency Department and provide hands-on care in the Emergency Department.

**SCR-2.u.** The Contractor agrees to develop and implement policies and procedures for the Emergency Department which are reviewed and concurred upon by the VAMHCS Chief of Staff and appropriate VAMHCS Committees.

**SCR-2.v.** Emergency Medicine shall be a program under the Managed Care Clinical Center.

**SCR-2.w.** The ancillary staff will report to the Director, Emergency Department for the quality of care and coordination of functions. Administratively and professionally, they will report to their service line supervisor. The Director, Emergency Department has the authority and accountability for the clinical care, Performance Measures and Monitors and timeliness and appropriateness of the care provided to the veterans in the Emergency Department.

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**SCR-2.x.** The Director, Emergency Department will report directly to the Director, Managed Care Clinical Center.

**SCR-2.y.** The U.S. Government may evaluate the quality of professional and administrative services provided, but retain no control over the medical, professional aspects of services rendered (e.g. professional judgments, diagnosis for specific medical treatment).

**SCR-3 Contract Administration/Direction/Overview**

**SCR-3.a.** The Contractor's employees must be present at the VAMHCS facility and must actually be performing the required services for the period specified in this Contract or the Contract cost will be decreased accordingly during each billing cycle.

**SCR-3.b.** The payments for any leave, including sick leave or vacation time, is the responsibility of the Contractor.

**SCR-3.c.** The services specified in this SCR-I above may be changed by written modification to this Contract. The modification will be prepared and signed by the VAMHCS COTR. Prior to the COTR signing the modification it shall be reviewed and approved by the VAMHCS Director's designee, the Chief of Staff.

**SCR-3.d.** Other necessary personnel for the operation of the services contracted for at VAMHCS will be provided by VAMHCS at levels mutually agreed upon which are compatible with the safety of the patient and workload.

**SCR-3.e.** The services to be performed by the Contractor will be under the direction of the Director, Managed Care Clinical Center or his/her designee.

**SCR-3.f.** A record keeping system of Contractor hours worked shall be established and maintained by the Contract Officer Technical Representative (COTR) (in/out log). Records shall be maintained in a controlled area and under the control of the COTR or person designated by the COTR at all times.

**SCR-3.g.** The Director Emergency Department is responsible for ensuring the average veteran waiting time does not exceed two (2) hours and thirty (30) minutes. The Director, Emergency Department is responsible for assuring that quality monitors are in place to document waiting times.

**SCR-3.h.** The Contractor shall provide coders to provide support for this Contract.

**SCR-4. Term of Contract**

**SCR-4.a.** This Contract is for six months starting 01 Aug, 2007 and may be extended for another 5 months upon written notification by the Government (see FAR 52.217-8).

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**SCR-5. Definition of FTE**

SCR-5.a. A 1.0 full-time equivalent (FTE) is defined as a Contractor's employee working the equivalent of eighty hours per pay period.

**SCR-6 Work Hours**

SCR-6.a. The services covered by this Contract shall be furnished by the Contractor as defined herein.

SCR-6.b. Work Hours: 24 hours a day, 7 days per week, including holidays.

SCR-6.c National Holidays: The ten holidays observed by the Federal Government are:

New Year's Day	Presidents Day	Martin Luther King's Birthday
Memorial Day	Independent Days	Labor Day
Columbus Day	Veterans Day	Thanksgiving Day
Christmas Day		

Any day specifically declared by the President of the United States to be a national holiday.

**SCR-7 Personnel Policy**

SCR-7.a. Personnel assigned by the Contractor to perform the services covered by this Contract shall be licensed in a state, territory or commonwealth of the United States or the District of Columbia. The qualifications of such personnel shall also be subject to review/approval by the VAMHCS Chief of Staff and the Director of the Managed Care Clinical Center. The Contractor personnel performing the services shall be Board Certified/Board Eligible in Emergency Medicine or Internal Medicine. One-year work experience in an emergency room setting of comparable complexity is required.

SRC-7.b. The Contractor shall be responsible for the protection of the personnel furnishing services under this Contract. To carry out this responsibility, the Contractor shall provide the following for these personnel:

SCR-7.c. Worker's compensation; Social Security payments; professional liability insurance; Income Tax withholding; health insurance

SCR-7.d. The parties agree that the Contractor, its employees, agents and subcontractors shall not be considered VA employees for any purpose.

SCR-7.e. The Contractor's employees must receive a VAMHCS orientation, education concerning life/safety training and training in VHA Performance Measures and Monitors applicable to the Emergency Department. Evidence of licensure, credentials and competencies must be in order prior to providing direct patient care.

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**SCR-7.f.** The payments for any leave, including sick or annual leave, is the responsibility of the Contractor.

**SCR-7.g.** Contract personnel shall read, understand, speak and write English fluently.

**SCR-8. Subcontractor Responsibilities**

**SCR-8.a.** The University of Maryland at Baltimore agrees that it shall not subcontract any of its responsibility for performance under this Contract.

**SCR-9. Medical Records**

**SCR-9.a.** Clinical or other medical records of VA beneficiaries treated by the Contractor shall be completed and signed at the time the patient is seen. The Contractor shall use the VAMHCS Electronic Medical Record and Electronic Encounter Form to document services provided.

**SCR-10. Quality Assurance**

**SCR-10.a.** Information from Performance Improvement activities must be shared annually by July of each calendar year to the VAMHCS, Chief of Staff.

**SCR-10.b.** The Contractor will meet or exceed the Performance Measures as identified by VHA which apply to this Contract. These include the implementation of appropriate Clinical Practice Guidelines, compliance with External Peer Review Performance Measures, and VHA Customer Service Standards. The Contractor will work with the VAMHCS Administrative Staff and others to capture workload as appropriate and participate in VISN 5 training for Health Care Professionals concerning coding and cost recovery projects. The Contractor will participate in training as appropriate for the preparation of meeting or exceeding all Joint Commission standards or other oversight bodies such as the Office of Inspector General, SOARS, and OSHA. The Contractor will comply with all applicable Joint Commission, OIG, SOARS, OSHA or other applicable regulatory standards. The Contractor will meet and preferably exceed all applicable VHA Performance Measures.

**SCR-11. Conflict of Interest, Ethics and Staffing**

**SCR-11.a.** All transfers and referrals of VA patients shall be accomplished only through the appropriate VA staff. Contract providers shall not refer patients to their own private practice or make any other referral that might give a perception of conflict of interest. Contract providers are required to report immediately, to their Contractor and to the VA COTR administering the Contract, any instance or circumstance that may be perceived as a real or potential conflict of interest. (e.g.: spouse refers patients to spouse's commercial practice, etc.) VA staff is also required to report noted instances of potential conflicts of interest.

**SCR-11.b.** Contract providers shall not accept or solicit gratuities from VA patients, employees, or commercial companies while on-station. Contract providers shall also not engage in any type of business enterprise, solicitation, or fund-raising, including for charity, etc. while on-station.

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Any potential impropriety or conflict of interest should be discussed with the COTR or the provider's Contractor (UMMS). If contract provider fails to request a ruling, or proceeds after receiving a ruling not to proceed, and the impropriety or conflict of interest is deemed sufficiently significant, the provider may be removed from service under this Contract and may face legal action.

**SCR-11.c.** Federal laws and regulations prohibit VA employees who are also University of Maryland at Baltimore employees (receive any remuneration from the school) or have financial interest in this Contract from participating in any way in contracting or procurement activities, including pre-negotiation discussions, negotiation, award decision, monitoring contractor performance, and/or authorization of payments for contracted services, since they may improperly influence the contracting process in favor of the school (Office of General Counsel Letters dated April 1, 1991 and October 17, 1991).

#### **SCR-12. Program Overview**

**SCR-12.a.** The Contractor, with the approval of the VAMHCS Chief of Staff, will present information on behalf of the organized Medical Staff and with the concurrence of the Executive Committee of the Medical Staff (ECMS).

#### **SCR-13. Reimbursement for Insurance Companies**

**SCR-13.a.** The Department of Veterans Affairs is allowed according to Public Law 99-272 and 101-508, to seek reimbursement from health insurance carriers for the cost of medical care and treatment provided to veterans for their Non-Service Connected conditions. The Contractor is not allowed to bill health insurance carriers for the services provided to Veterans while employed by or working under this Contract with the Department of Veterans Affairs.

**SCR-13.b.** If the Emergency Care Physician Services staff should receive reimbursement from a health insurance carrier for care provided to a veteran while employed by or working under this Contract with the Department of Veterans Affairs, the Emergency Care Physician is not allowed to keep the reimbursement. The Emergency Care Physician must return the money to the Medical Care Cost Recovery (MCCR) section for processing.

**SCR-13.c.** Medical record documentation is expected to reflect the care provided by the Emergency Care Physician Services staff. If the care is delivered by a member of the house staff, supervision of the resident is to be documented by the Emergency Care Services Physician Attending within the Electronic Medical Record as an addendum to the resident's note or as a separate Attending note. All notes are entered electronically through CPRS into the Electronic Medical Record. The Emergency Care Physician may also be contacted by someone from MCCR or a health insurance carrier to provide additional documentation or to discuss the care. The Emergency Care Physician staff's prompt attention is required.

#### **SCR-14. Contract Officer Technical Representative**

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**SCR-14.a.** In all areas of this Contract where the VAMHCS, individual, or position is identified it shall be understood that responsibility or authority will be with the VAMHCS/individual/position as identified or their designee. The Contract Officer Technical Representative (COTR) will identify the individual or individuals authorized to represent the COTR in certain areas of this Contract administration as identified in the delegation.

**SCR-15. Identification**

**SCR-15.a.** Contract Health Care Providers shall be clearly identifiable while on duty. VAMHCS ID Badges shall be worn on the outermost garment with the picture visible.

**SCR-16. Government Furnished Property and Services**

**SCR-16.a.** The Contractor shall have assigned joint use of all available Examination Rooms and Procedure Rooms at the VA for performing services required by this Contract.

**SCR-16.b.** The U.S. Government shall supply all medical and non-medical supplies commonly used by the VA for the care and management of patients.

**SCR-16.c.** The U.S. Government shall provide equipment commonly used by the VA for the care and management of patients.

**SCR-16.d.** The U.S. Government shall supply any available, appropriate ancillary support to the Contractor.

**SCR-16.e.** The U.S. Government shall furnish the contract Health Care Provider with appropriate Personal Protective Equipment (PPE). The U.S. Government shall be responsible for any normal repair, cleaning, and inventory required for the PPE. PPE does not include any type of uniform.

**SCR-16.f.** The U.S. Government shall provide all required forms used in the performance of this Contract. The VA Patient Education Office shall provide patient information handouts.

**SCR-16.g.** The U.S. Government shall provide local telephone, facsimile, computer (VISTA, CPRS, and CHCS), and copier access. These services are to be used for Official U.S. Government Business in performing work under this Contract.

**SCR-17. Credentialing and Privileging**

**SCR-17.a.** The privileging process shall be in accordance with all pre-privileging and privileging requirements in VA Regulations and local VA Memorandum as applicable. The credentials required and privileges awarded by the U.S. Government must be sufficient to allow for performance of all requirements contained in this SOW. All providers must provide evidence of current Basic Life Support (BLS) certification with renewal as needed to maintain certification and evidence of current Advanced Cardiac Life Support (ACLS) certification with renewal as needed to maintain certification.

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**SCR-18. Denial/Termination of Privileges**

**SCR-18.a.** Actions to limit, suspend, or revoke clinical privileges shall be in accordance with the procedures outlined in VA Regulations. The Contractor shall be notified by the COTR when the necessity to exercise such authority becomes apparent. The COTR shall also provide the Contractor with copies of documentation initiating the revocation process if such action becomes apparent.

**SCR-18.b.** The Contractor shall ensure that all contract Health Care Providers are aware of the VA's policy of zero tolerance for behavior that constitutes sexual, ethnic, or religious harassment or discrimination. The use of abusive or foul language is prohibited. Veteran and employee complaints of harassment or discrimination will be investigated promptly and thoroughly. Any contract employee found to have engaged in improper behavior shall be escorted off VA property by security personnel and the Contractor shall be responsible for providing acceptable replacement staff. Civil legal action may be pursued if justified by the severity and extent of the improper behavior.

**SCR-19 Health Requirements**

**SCR-19.a.** For each individual contract Health Care Provider, upon request by the COTR the Contractor shall provide the COTR with all the information necessary to ensure that U.S. Government records are maintained correctly and in compliance with Joint Commission, OSHA, and the Center for Disease Control (CDC) health records requirements.

**SCR-19.b.** As a condition of employment, Occupational Safety and Health Administration (OSHA) requires that all personnel who will have occupational exposure to blood, other body fluids, or other potentially infectious materials, shall receive Hepatitis B vaccine, sign a voluntary declination or have documented proof of immunity to Hepatitis B infection. Contract Health Care Providers who signed declinations may later receive the vaccine without penalty.

**SCR-19.c.** Contract Health Care Providers shall be free of infectious diseases that might reasonably be expected to place other workers, patients, or the public at risk, including active Tuberculosis (TB). All contract Health Care Providers must have documentation of a TB test within the last twelve months. If the test was positive, then a chest x-ray with completion of a questionnaire is required. TB testing (or completion of a TB questionnaire with a positive TB test in the past) may be an annual requirement. Staff may refuse HIV testing, but must submit a signed statement of refusal to that effect.

**SCR-19.d.** When a Health Care Provider has been found medically unfit for providing services required under this Contract, they shall be required to discontinue work immediately. Contract Health Care Providers will not return to work until given clearance by the appropriate physician.

**SCR-19.e.** The U.S. Government may take nose and throat cultures from contract Health Care Providers when required by U.S. Government Infection Control Committees (ICC).

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**SCR-19.f.** The U.S. Government will perform all necessary testing and follow-up related to exposure to biohazard waste or needle stick injury of a contract Health Care Provider sustained while performing work under this Contract.

**SCR-19.g.** The U.S. Government will provide emergency health care for injuries sustained by contract Health Care Providers while on duty at the VA. These services will be billed to the Contractor at the current full reimbursement rate unless provided to an eligible veteran.

**SCR-20 Drug Screening**

**SCR-20.a.** Contract Health Care Providers are subject to drug testing when there is a reasonable suspicion that they have used or are impaired by drugs while on duty. Conditions leading to a reasonable suspicion of drug use or impairment include, but are not limited to, the following:

- Observable phenomena, such as direct observation of drug use or possession and/or the physical symptoms of being under the influence of a drug;
- A pattern of abnormal conduct or erratic behavior;
- Arrest or conviction for a drug-related offense, or the identification of a contract Health Care Provider as the focus of a criminal investigation into illegal drug possession, use or trafficking;
- Information provided either by reliable and credible sources or independently corroborated;
- Newly discovered evidence that the contract Health Care Provider has tampered with a previous drug test.

**SCR-21 Smoking Policy**

**SCR-21.a.** The VA Maryland Health Care System is a smoke free institution. Smoking is permitted only within designated areas of the VAMHCS.

**SCR-22 Records/Documentation**

**SCR-22.a.** The contractor, and contract Health Care Providers, shall be responsible for maintaining privacy of patient information in performance of this Contract. Patient information is protected under the Privacy Act. No lists, statistics, etc. shall be created or shared with outside parties without specific permission from the VA Chief of Health Information Management Sections (HIMS).

**SCR-22.b.** The Contractor, and contract Health Care Providers, shall prepare all documentation to meet or exceed established standards of the U.S. Government to include, but not limited to, timeliness, legibility, accuracy, content, and signature. Only U.S. Government-approved abbreviations shall be used in documentation of care in the patient's health care record.

**SCR-22.c.** If requested by the U.S. Government, the Contractor shall provide the original record, or a reproducible copy of any such records, within five workdays of receipt of the request if created at other than VA location. All records remain property of the VA.



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**SCR-22.d.** Providers shall be required to use VA Computerized Patient Record System (CPRS) and all other computerized methods of record input, update, retrieval, and storage available to the same extent as any other provider working at the VA. Failure to sign electronic records may result in delay of payment.

**SCR-23 Release of Information**

**SCR-23.a.** The Contractor, and contract Health Care Providers, shall only release medical information obtained during the course of this Contract to other VA staff members involved in the care and/or treatment of that individual patient. Only the VA Release of Information (ROI) section has authority to release patient information to other parties with the consent of the patient.

**SCR-24 Patient Sensitivity and Communication with Staff**

**SCR-24.a.** Contract Health Care Providers shall respect and maintain the basic rights of patients, demonstrating concern for personal dignity and human relationships. Complaints shall be investigated individually.

**SCR-24.b.** The Contractor shall ensure that contract Health Care Providers maintain open and professional communication with members of the VA staff. Complaints regarding communication with members of the VA staff that are validated by the VA COS, COM, or Director's Office shall be reported to the COTR in writing, and referred by the COTR to the Contractor for action. Failure by the Contractor to correct validated complaints may be considered failure to perform.

**SCR-25 Non-personal Services Contract**

**SCR-25.a.** This is a non-personal services contract under which the Contractor is an independent contractor whose personnel rendering the services are not subject, either by the Contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the U.S. Government and its employees. Contractor personnel shall not be considered U.S. Government employees for any purpose and shall not at any time supervise U.S. Government employees. The Contractor may provide professional and technical direction to U.S. Government employees for procedures/services performed. The parties agree that the Contractor, its employees, agents and subcontractors shall not be considered VA employees for any purpose.

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### CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

**CPSR-1.** All Contractor employees who require access to the Department of Veterans Affairs' computer systems shall be the subject of a background investigation and must receive a favorable adjudication from the VA Office of Security and Law Enforcement prior to contract performance. This requirement is applicable to all subcontractor personnel requiring the same access. If the investigation is not completed prior to the start date of the Contract, the contractor will be responsible for the actions of those individuals they provide to perform work for VA.

**CPSR-2. Position Sensitivity** - The position sensitivity has been designated as Low.

**CPSR-3. Background Investigation** - The level of background investigation commensurate with the required level of access is NACI.

**CPSR-4. Contractor Responsibilities**

**CPSR-4.a.** The Contractor shall bear the expense of obtaining background investigations. If the investigation is conducted by the Office of Personnel Management (OPM), the Contractor shall reimburse VA within 30 days.

**CPSR-4.b.** The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain a U.S. citizenship and are able to read, write, speak and understand the English language.

**CPSR-4.c.** The Contractor shall submit or have their employees submit the following required forms to the VA Office of Security and Law Enforcement within 30 days of receipt:

- (i) Standard Form 85P, Questionnaire for Public Trust Positions
- (ii) Standard Form 85P-S, Supplemental Questionnaire for Selected Positions
- (iii) FD 258, U.S. Department of Justice Fingerprint Applicant Chart
- (iv) VA Form 0710, Authority for Release of Information Form
- (v) Optional Form 306, Declaration for Federal Employment
- (vi) Optional Form 612, Optional Application for Federal Employment.

**CPSR-4.d.** The Contractor, when notified of an unfavorable determination by the U.S. Government, shall withdraw the employee from consideration from working under the Contract.

**CPSR-4.e.** Failure to comply with the Contractor personnel security requirements may result in termination of the Contract for default.

**CPSR-5. Government Responsibilities**

**CPSR-5.a.** The VA Office of Security and Law Enforcement will provide the necessary forms to the Contractor or to the Contractor's employees after receiving a list of names and addresses.

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CPSR-5.b. Upon receipt, the VA Office of Security and Law Enforcement will review the completed forms for accuracy and forward the forms to OPM to conduct the background investigation.

CPSR-5.c. The VA facility will pay for investigations conducted by the Office of Personnel Management (OPM) in advance. In these instances, the Contractor will reimburse the VA facility within 30 days.

CPSR-5.d. The VA Office of Security and Law Enforcement will notify the Contracting Officer and Contractor after adjudicating the results of the background investigations received from OPM.

CPSR-5.e. The COTR will ensure that the Contractor provides evidence that investigations have been completed or are in the process of being requested.

### 2.3 PRICE/COST SCHEDULE

ITEM AMOUNT NO.	DESCRIPTION OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE
001		1.00	LT	\$1,585,000.0000
\$1,585,000.00	Provide emergency room services at VA Medical Center-ER, 10 N. Greene St., Baltimore, MD 21201 24/7 in accordance with the attached Special Contract Requirements SCR/SOW.			

GRAND TOTAL ---

\$1,585,000.00

ACCOUNTING AND APPROPRIATION DATA: 512-3670160-096-820400-2560  
010020400

ACRN APPROPRIATION  
AMOUNT

REQUISITION NUMBER

### 2.4 DELIVERY SCHEDULE

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ITEM NUMBER	QUANTITY	DATE OF DELIVERY
001	1.00	6 Months from Date of Award

(Invoice in Monthly increments)

SHIP TO : 10 N. Greene St.  
Baltimore, MD 21201

MARK FOR: Fredia Alexander  
Bill Per Month

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**CONTRACT CLAUSES**

52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	NOV 2006
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.245-1	GOVERNMENT PROPERTY	JUN 2007

**3.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT  
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUNE 2007)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a). [

☐ (4) Reserved]

☐ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☐ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

☐ (8)(i) 52.219-9, Small Business Subcontracting Plan (Sept 2006) (15 U.S.C. 637(d)(4)).

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- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ☐ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ☐ (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).
- ☒ (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- ☒ (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ☒ (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ☒ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ☐ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ☐ (24)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

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- ☒ (25) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d).
- ☐ (26)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (Nov 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- ☐ (ii) Alternate I (Jan 2004) of 52.225-3.
- ☐ (iii) Alternate II (Jan 2004) of 52.225-3.
- ☐ (27) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (28) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (29) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
- ☐ (30) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
- ☐ (31) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (32) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (33) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ☒ (34) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ☐ (35) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- ☐ (36) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (37)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- ☒ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).
- ☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).



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(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

### 3.2 VAAR 852.203-71 DISPLAY OF VA HOTLINE POSTER (DEC 1992)

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently in common work areas within business segments performing work under VA contracts, VA Hotline posters prepared by the VA Office of the Inspector General.

(b) VA Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043- 4647.

(c) The Contractor need not comply with paragraph (a) above, if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

### 3.3 VAAR 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (OCT 1996)

(a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor or its health-care providers are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided but retains no control over professional aspects of the services rendered, including by example, the Contractor's or its health-care providers' professional medical judgment, diagnosis, or specific medical treatments. The Contractor and its health-care providers shall be liable for their liability-producing acts or omissions. The Contractor shall maintain or require all health-care providers performing under this contract to maintain, during the term of this contract, professional liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: \*. However, if the Contractor is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State entities, then the insurance requirement of this contract shall be fulfilled by incorporating the provisions of the applicable State law.

\* Amounts are listed below:

(b) An apparently successful offeror, upon request of the Contracting Officer, shall, prior to contract award, furnish evidence of the insurability of the offeror and/or of all health-care providers who will perform under this contract. The submission shall provide evidence of insurability concerning the medical liability insurance required by paragraph (a) of this clause or the provisions of State law as to self-insurance, or limitations on liability or insurance.

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(c) The Contractor shall, prior to commencement of services under the contract, provide to the Contracting Officer Certificates of Insurance or insurance policies evidencing the required insurance coverage and an endorsement stating that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. Certificates or policies shall be provided for the Contractor and/or each health-care provider who will perform under this contract.

(d) The Contractor shall notify the Contracting Officer if it, or any of the health-care providers performing under this contract, change insurance providers during the performance period of this contract. The notification shall provide evidence that the Contractor and/or health-care providers will meet all the requirements of this clause, including those concerning liability insurance and endorsements. These requirements may be met either under the new policy, or a combination of old and new policies, if applicable.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts for health-care services under this contract. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraph (a) of this clause.

\* Amounts from paragraph (a) above:

\$1,000,000

(End of Clause)

**ADDENDUM TO 52.237-7:**

- (a) The Contractor's employee(s) providing services under this Agreement shall be insured under the *University of Maryland Medicine Comprehensive Insurance Program Self-Insurance Trust*. The coverage under such Self-Insurance Trust shall be a minimum of ONE million dollars (\$1,000,000.00). A certificate of coverage shall be provided to the Government upon the execution of this Agreement by the parties.
- (b) The Contractor will report general liability claims against it or its employees for disposition under the Maryland State Tort Claims Act.
- (c) In the event of any professional liability claim against the Contractor or its personnel, the Contractor, unless the matter relates to actions or omissions of Government personnel, shall not seek to join the Government or any of its employees in such action or hold such responsible in any way for legal protection of Contractor and/or its personnel.
- (d) It is agreed that the Government shall not provide any insurance protection to Contractor or its providers, employers, agents, servants or contractors with respect to general liability matters or malpractice claims.
- (e) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (b) of this clause. At least five (5) days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.
- (f) The Attorney General, Education Division, Baltimore, Maryland, stated in relevant part: The University of Maryland cannot agree to hold harmless provision. As a State agency, the University of Maryland is obligated to obey all laws applying to State Agencies.
- (g) The Maryland Code makes it clear that it would be against the law for any agency to indemnify

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or hold harmless, anyone for unspecified unappropriated amounts. The University of Maryland does not have any liability insurance, and, therefore, that is not a source of funds to pay a judgment.

- (h) The doctrine of sovereign immunity is still valid in the State of Maryland. It has been held repeatedly that unless there is express statutory language waiving the sovereign immunity, and source of funds available to pay any judgment, the State and its agencies are entitled to this defense.

(End of Addendum)

### 3.4 VAAR 852.270-4 COMMERCIAL ADVERTISING (NOV 1984)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

### 3.5 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED BENEFICIARIES (APR 1984)

The contractor agrees to provide all services specified in this contract for any person determined eligible by the Chief Medical Director, or designee, regardless of the race, color, religion, sex, or national origin of the person for whom such services are ordered. The contractor further warrants that he/she will not resort to subcontracting as a means of circumventing this provision.

(End of Clause)

### BUSINESS ASSOCIATE AGREEMENT BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS, VETERANS HEALTH ADMINISTRATION AND

1. Whereas, (Business Associate) provides Emergency Room Health Care Services services to the Department of Veterans Affairs (VA) Veterans Health Administration (VHA) (Covered Entity), and

Whereas, in order for Business Associate to provide Emergency Room Health Care Services services to the Covered Entity, the Covered Entity discloses to the Business Associate Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) that is subject to protection under regulations issued by the Department of Health and Human Services, as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Title 45 Code of Federal Regulations (CFR) Parts 160 and 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule"), and 45 CFR Parts 160 and 164, Subparts A and C, the Security Standard ("Security Rule"); and

Whereas, the VA VHA is a "Covered Entity" as that term is defined in the HIPAA implementing regulations, 45 CFR 160.103, and

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Whereas, , as a recipient of PHI from Covered Entity in order to provide Emergency Room Health Care Services services to Covered Entity, is a "Business Associate" of Covered Entity as the term "Business Associate" is defined in the HIPAA implementing regulations, 45 CFR 160.103; and

Whereas, pursuant to the Privacy and Security Rules, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI and EPHI; and

Whereas, the purpose of this Business Associate Agreement (BAA) is to comply with the requirements of the Privacy and Security Rules, including, but not limited to, the BAA requirements at 45 CFR 164.308(b), 164.314(a), 164.502(e), and 164.504(e), and as may be amended.

2. NOW, THEREFORE, the Covered Entity and Business Associate agree as follows:

a. Definitions. Unless otherwise provided in this BAA, capitalized terms and phrases that are defined in the Privacy and Security Rules have the same meanings as set forth in the Privacy and Security Rules. When the phrase "Protected Health Information" and the abbreviation "PHI" are used in this BAA, they include the phrase "Electronic Protected Health Information" and the abbreviation "EPHI."

b. Ownership of PHI. PHI provided by Covered Entity to Business Associate and its agents and subcontractors, or gathered by them on behalf of the Covered Entity, under this BAA are the property of Covered Entity.

c. Scope of Use and Disclosure by Business Associate of PHI

(1) The Business Associate is permitted to make Use and Disclosure of PHI that is disclosed to it by Covered Entity, or received by Business Associate on behalf of Covered Entity, as necessary to perform its obligations under all applicable agreements and this BAA with covered entity, provided that the Covered Entity may make such Use or Disclosure under the Privacy and Security Rules, and the Use or Disclosure complies with the Covered Entity's minimum necessary policies and procedures.

(2) Unless otherwise limited herein, in addition to any other Uses and/or Disclosures permitted or authorized by this BAA or Required by Law, Business Associate may:

(a) Use the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of Business Associate.

(b) Make a Disclosure of the PHI in its possession to a third-party for the purpose of the Business Associate's proper management and administration or to fulfill any legal responsibilities of the Business Associate; provided, however, that the Disclosure is permitted by the Privacy Rule if made by the Covered Entity, or Required by Law; and provided further that where the Disclosure is not permitted by the Privacy Rule, or required by law, the Business Associate has received from the third-party written assurances that:

1. The information will be held confidentially and Used or further Disclosed only as Required By Law or for the purposes for which it was disclosed to the third-party; and

2. The third-party will notify the Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.

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(c) Engage in Data Aggregation activities, consistent with the Privacy Rule.

(d) De-identify any and all PHI created or received by the Business Associate under this BAA; provided that the de-identification conforms to the requirements of the Privacy Rule.

d. Obligations of the Business Associate. In connection with its Use and Disclosure of PHI under this BAA, the Business Associate agrees that it will:

(1) Use or make further Disclosure of PHI only as permitted or required by the Privacy Rule, or this BAA, or as Required by Law.

(2) Ensure any employee of the Business Associate, contractor, subcontractor, or agent of the Business Associate receives at least annual privacy training that conforms to the requirements of VHA Privacy Training.

(3) Ensure any employee of the Business Associate, contractor, subcontractor, or agent of the Business Associate, receives at least annual security awareness training that conforms to the requirements of the Department of Veterans Affairs (VA) Office of Cyber and Information Security Training.

(4) Use reasonable and appropriate safeguards to prevent Use or Disclosure of PHI other than as provided by this BAA.

(5) To the extent practicable, mitigate any harmful effect of a Use or Disclosure of PHI by the Business Associate in violation of this BAA that is known to the Business Associate.

(6) Maintain a system or process to account for any Security Incident, Privacy Incident, or Use or Disclosure of PHI not provided for by this BAA of which the Business Associate becomes aware.

(7) Within 24 hours of the Business Associate first becoming aware of a HIPAA Electronic Transactions and Code Sets, Privacy, Security or Standard Identifier Incident, or Use or Disclosure of PHI not provided for by this BAA, the Business Associate must notify the Covered Entity and promptly provide a report to Covered Entity.

(a) An incident is considered any physical, technical, or personal activity or event that increases the Covered Entity's risk to inappropriate or unauthorized use or disclosure of PHI or causes the Covered Entity to be considered non-compliant with the Administrative Simplification provisions of HIPAA as determined by the Department of Health and Human Services.

(b) Notification must be made by the Business Associate to the responsible contracting officer and to the Director, VHA HIPAA Program Management Office (PMO) (by telephone, 202-254-0385, or secure fax ) of any HIPAA Electronic Transactions and Code Sets, Privacy, Security or Standard Identifier Incident, or Use or Disclosure of PHI not provided for by this BAA.

(c) Within 10 business days of an initial notification of such incident, a written report of the incident is to be submitted to the VHA HIPAA PMO. This documentation must include a detailed description of the incident, the mitigation procedures that were implemented to lessen its impact, and the processes (reasonable and appropriate safeguards) that were established to prevent the incident from reoccurring. This report is to be documented as a letter, and is to be sent to:

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Director, VHA HIPAA PMO Department of Veterans Affairs - Veterans Health Administration Chief  
Business Office (16) 810 Vermont Avenue, NW, Mailstop 161 Washington, DC 20420 Phone: 202-254-  
0385 Fax: 202-254-0396 Hipaa.pmo@va.gov

(8) Require contractors, subcontractors, or agents to whom the Business Associate provides PHI received from the Covered Entity to agree to the same restrictions and conditions that apply to the Business Associate pursuant to this BAA, including implementation of reasonable and appropriate safeguards to protect PHI.

(9) Make available to the Secretary of Health and Human Services, the Business Associate's internal practices, books and records, including policies and procedures, relating to the Use or Disclosure of PHI for purposes of determining Covered Entity's compliance with the Privacy and Security Rules, subject to any applicable legal privileges.

(10) If the Business Associate maintains PHI in a Designated Record Set, maintain the information necessary to document the Disclosures of PHI sufficient to make an accounting of those Disclosures as required under the Privacy rule and the Privacy Act, Title 5 United States Code (U.S.C.) 552a, and within 10 days of receiving a request from Covered Entity, make available the information necessary for the Covered Entity to make an accounting of Disclosures of PHI about an individual in the Designated Record Set or Covered Entity's Privacy Act System of Records.

(11) If the Business Associate maintains PHI in a Designated Record Set or Privacy Act System of Records, within 10 days of receiving a written request from Covered Entity, make available PHI in the Designated Record Set or System of Records necessary for Covered Entity to respond to individuals' requests for access to PHI about them that is not in the possession of Covered Entity.

(12) If the Business Associate maintains PHI in a Designated Record Set or Privacy Act System of Records, within 10 days of receiving a written request from the Covered Entity, incorporate any amendments or corrections to the PHI in the Designated Record Set, or System of Records in accordance with the Privacy Rule and Privacy Act;

(13) Not make any Uses or Disclosures of PHI that the Covered Entity would be prohibited from making.

(14) Utilize only contractors, subcontractors, or agents who are physically located within a jurisdiction subject to the laws of the United States. The Business associate must ensure that it does not use or disclose PHI received from Covered Entity in any way that will remove the PHI from such jurisdiction.

(15) When the Business Associate is uncertain whether it may make a particular Use or Disclosure of PHI in performance of this BAA, consult with the Covered Entity before making the Use or Disclosure.

(16) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality and integrity, and availability of the PHI that the Business Associate receives, maintains, or transmits on behalf of the Covered Entity as required by the Privacy and Security Rules.

(17) Provide satisfactory assurances that the confidentiality, integrity, and availability of the PHI, which it receives, creates, transmits or maintains, is reasonably and appropriately protected.

(18) Provide satisfactory assurances that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect the data.

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(19) Upon completion of the applicable contract(s) or agreement(s), return or destroy the PHI gathered, created, received, or processed during the performance of the contract(s) or agreement(s), and that no data will be retained by the Business Associate, or any agents or subcontractors of the Business Associate. The Business Associate must ensure that all PHI has been returned to the Covered Entity or destroyed. If immediate return or destruction of all data is not possible, the Business Associate must ensure that all PHI retained is safeguarded to prevent unauthorized Uses or Disclosures. Until the Business Associate has assurance, the Covered Entity may withhold 15 percent of the final payment of the contract(s) or agreement(s).

e. Obligations of Covered Entity. The Covered Entity agrees that it:

(1) Has obtained, and will obtain, from Individuals any consents, authorizations, and other permissions necessary or required by laws applicable to the Covered Entity for the Business Associate and the Covered Entity to fulfill their obligations under this BAA.

(2) Will promptly notify the Business Associate in writing of any restrictions on the Use and Disclosure of PHI about Individuals that the Covered Entity has agreed to, which may affect the Business Associate's ability to perform its obligations under this BAA;

(3) Will promptly notify the Business Associate in writing of any change in, or revocation of, permission by an Individual to use or disclose PHI, if such a change or revocation may affect the Business Associate's ability to perform its obligations under this BAA.

f. Material Breach of the BAA. Upon the Covered Entity's determination of a material breach of this BAA by the Business Associate, the Covered Entity must provide an opportunity for the Business Associate to cure the breach; and if a cure is not possible, the Covered Entity must report the violation to the Secretary of Health and Human Services.

g. Termination

(1) Termination for Cause. Upon the Covered Entity's knowledge of a material breach by the Business Associate, the Covered Entity must:

(a) Provide an opportunity for the Business Associate to cure the breach, or if the Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, then terminate this Agreement and underlying contract(s).

(b) Immediately terminate this Agreement and underlying contract(s) if the Business Associate has breached a material term of this Agreement and cure is not possible.

(c) If neither termination nor cure is feasible, the Covered Entity must report the violation to the Secretary of Health and Human Services.

(d) Terminate this BAA, if appropriate, upon review as defined in subparagraph 2m of this BAA.

(2) Automatic Termination. This Agreement will automatically terminate upon completion of the Business Associate's duties under all underlying agreements, or by mutual written agreement to terminate underlying agreements.

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(3) Effect of Termination. Termination of this Agreement will result in cessation of activities by the Business Associate, and any agents or subcontractors of the Business Associate involving PHI under this Agreement.

h. Amendment. The Business Associate and the Covered Entity agree to take such action as is necessary to amend this BAA for the Covered Entity to comply with the requirements of the Privacy and Security Rules, or other applicable law.

i. No Third-party Beneficiaries. Nothing expressed or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

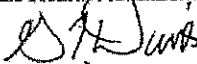
j. Other Applicable Law. This BAA does not, and is not intended to, abrogate any responsibilities of the parties under any other applicable law.


k. Effect of Agreement. With respect solely to the subject matter herein, in the case of any conflict in terms between this BAA and any other previous agreement or addendum between the parties, the terms of this BAA control, supersede, and nullify any conflicting terms as they relate to the parties in a business associate relationship.

l. Effective Date. This BAA becomes effective on .

m. Review Date. The provisions of this BAA will be reviewed by the Covered Entity after substantive changes to the underlying agreement to determine the applicability of the agreement based on the relationship of the parties at the time of review.

Department of Veterans Affairs  
Veterans Health Administration

By :   
Name : G. L. DAVIES  
Title : Chief of Contracts  
Date : 7/31/2007

By :   
Name : Janet B. Simons  
Title : Director Research Administration  
and Development  
Date : Office of Research & Development

7/31/07



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## SOLICITATION PROVISIONS

### ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:  
**INSTRUCTIONS FOR PROPOSAL PREPARATION SUBMITTALS (Addendum to 52-212-1)**

The Government intends to award a firm fixed priced sole source contract to University of Maryland Medical Center to provide Emergency Room Services at the VAMC in Baltimore. The Government is responsible to establish a fair and responsible price for every contract award; this responsibility is amplified for sole source procurements. It is therefore incumbent upon the supplier to provide a detailed proposal in response to this RFP that will enable the Government to review and determine all the factors and cost elements that will result in a fair deal for both parties. The instructions in this provision outline the minimum requirements of the proposal submission.

Supplier shall submit their technical proposals separately from their cost proposals, or make the cost proposal section of their proposals severable from the rest of the proposal.

#### A. PROPOSALS:

General Technical Proposals shall contain a broad description of the supplier's capabilities, personnel and corporate qualifications and past performance (see paras. C, D & G below). The General Cost Proposal shall contain the information requested in paragraph E & F below. Technical and Cost Proposals for the Statement of Work in the RFP shall contain information only as it directly relates to the task(s) to be performed.

#### B. SPECIAL TECHNICAL CAPABILITIES:

The supplier must possess the following technical capabilities: 1. board certify and 2. experience in operating an ER/ED.

#### C. PAST PERFORMANCE

The supplier shall submit the following information as part of their technical proposal for both the supplier and any proposed major subcontractors. Each offeror will be evaluated on his/her performance under existing and prior contracts for similar services. Performance information will be used for both responsibility determinations and as a factor to assure best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. Supplier shall provide the following to document satisfactory past performance:

- a. A list of the last three (3) contracts and/or subcontracts completed (or on going) during the past three (3) years for similar services. Contracts listed may include those entered into by Federal,

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State, and local governments and private-sector customers. Include the following information for each contract and subcontract.

- Name and address of contracting activity.
- Name and telephone number of Contracting Officer
- Name and telephone number of Program Manager.
- Dates of contract performance.
- Total contract value.
- Brief description of the services provided.
- List of any subcontractors.

**D. ESTIMATED LABOR CATEGORIES:**

In the Government's judgment, the type(s) of labor categories required for performance of this proposed contract is as set forth below and defined in paragraph B above. However, suppliers shall propose labor categories in accordance with their own accounting/personnel system and their own plan for performance of contract requirements. Suppliers shall provide a description of qualifications for each of the proposed labor categories so that the Government can determine whether they are equivalent to the categories set forth below by the Government, and whether they are necessary and appropriate for the contract effort. The suppliers' labor categories and negotiated loaded rates (as requested in paragraph E below) will be incorporated into any resultant contract.

**E. HOURLY LABOR RATES:**

Suppliers shall include in its General Cost Proposal, a schedule of loaded hourly rates to be used under the proposed contract. This schedule shall contain, by proposed labor category, all of the component parts of the offeror's proposed loaded hourly rates, i.e., base rate, overhead, G&A and profit/fee. As stated in paragraph D above, after negotiation, the loaded labor rates shall be incorporated into any resultant contract.

**F. OTHER INDIRECT RATES:**

Suppliers are hereby notified any indirect rates (whether applied to the hourly rates or ODC's) not identified in the Cost Proposal, shall not be an allowable cost under the resultant contract.

**G. INFORMATIONAL DATA:**

The offeror shall submit with its General Technical Proposal, information under the following categories and any other information deemed to be significant and appropriate:

**a. Qualifications of personnel who will be assigned to perform the effort of the contract:**

- Biographical Sketches/Resumes
- Education and Experience

**b. Facilities available which are expected to be used on this contract.**

**c. Annual Report. A copy of the offeror's latest annual report is required.**

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**5.1 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--  
COMMERCIAL ITEMS (NOV 2006)**

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) Definitions. As used in this provision--

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(e) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(e)(3)). If the resulting contract is

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subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☒ TIN: 526002033

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☒ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☒ Other Nonprofit educational institution

(5) Common parent.

☒ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

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(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☒ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

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(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

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(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It ☒ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☒ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ☒ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:



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Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian end product," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements- Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreements Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(List as necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.      Country of Origin

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

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(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country, end products.

Other End Products:

Line Item No.	Country of Origin
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_____	_____
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_____	_____
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_____	_____
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[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☒ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☒ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☒ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(1) Listed end products.

Listed End Product

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Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

☐ (j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this

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solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs na.

(End of Provision)

852.273-70

LATE OFFERS

JAN 2003

## **5.2 852.211-75 TECHNICAL INDUSTRY STANDARDS (APR 1984)**

The supplies or equipment required by this invitation for bid or request for proposal must conform to the standards of the This solicitation document and the SOW as to FAR & VAAR references. The successful bidder or offeror will be required to submit proof that the item(s) he furnishes conforms to this requirement. This proof may be in the form of a label or seal affixed to the equipment or supplies, warranting that they have been tested in accordance with and conform to the specified standards. The seal or label of any nationally recognized laboratory such as those listed by the National Fire Protection Association, Boston, Massachusetts, in the current edition of their publication "Research on Fire," is acceptable. Proof may also be furnished in the form of a certificate from one of these laboratories certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

(End of Provision)

## **5.3 VAAR 852.273-73 EVALUATION - HEALTH-CARE RESOURCES (JAN 2003)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government, price and other factors considered. The following information or factors shall be used to evaluate offers:

Past Performance, Experience of Personnel, and Price

(b) Except when it is determined not to be in the Government's best interest, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are materially unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) If this solicitation is a request for proposals (RFP), a written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)